

RESOLUTION NO. 2015- 223

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA AUTHORIZING THE COUNTY ADMINISTRATOR OR DESIGNEE, TO DIRECT STAFF TO ENTER INTO AN AGREEMENT WITH THE MARSH CREEK OWNERS ASSOCIATION TO SUPPLY RECLAIMED WATER FOR IRRIGATING CERTAIN COMMON AREAS.

RECITALS

WHEREAS, The St. Johns River Water Management District is requesting that the Marsh Creek Owners Association seek an alternative to the current ground water supply; and

WHEREAS, The County currently supplies reclaimed water from the Anastasia Island Wastewater Treatment Facility to the Marsh Creek Golf Course; and

WHEREAS, The County's existing reclaimed water main can serve as the Owners point of connection to irrigate certain common areas in the subdivision.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners hereby authorizes the execution of the Agreement between the Marsh Creek Owners Association, Inc. (Owner) and St. Johns County (County). The Owner and County agree that the County will supply reclaimed water as an alternative water supply to irrigate certain common areas within the subdivision from an existing reclaimed water main which serves the Marsh Creek Golf Course.

Section 3. The Owner is responsible for all design, permitting, and construction required for completing the improvements.

Section 4. Upon completion, the County will take ownership of all improvements from the point of connection up to and including the meter. The Owner shall pay the County the rate and fee outlined in the agreement.

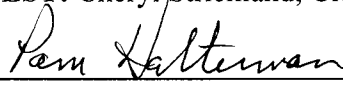
Section 5. To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED this 4 day of August 2015

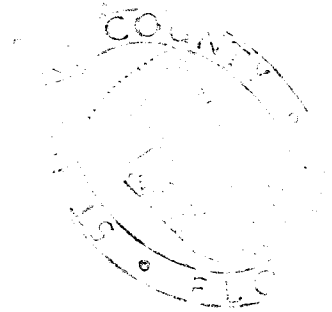
**BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA**

By: 
Priscilla L. Bennett, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 8/6/15



REUSE AGREEMENT

This Reuse Agreement (the "Agreement") is entered into by and between MARSH CREEK OWNERS ASSOCIATION, INC., a Florida non-profit corporation, with an address of 5455 A1A South, Suite 3, St. Augustine, Florida 32080, herein after called the "Owner" and ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 500 San Sebastian View St. Augustine, Florida 32084, hereinafter called the "County", on this _____ day of _____, 2015,.

Recitals:

- A. The Owner uses water from the existing Marsh Creek storm water system to irrigate certain common areas within the Marsh Creek Subdivision. The Owner currently uses groundwater to augment the levels in the irrigation supply lakes. At the request of the St. Johns River Water Management District the Owners are seeking an alternative to the current ground water supply; and
- B. The County will be able to supply reclaimed water as an alternative water supply from an existing reclaimed water main which serves the Marsh Creek Golf Course. The existing reclaimed water main will serve as the owners point of connection to the County system; and
- C. The County shall only supply reclaimed water at a quality which is in compliance with the Domestic Wastewater Facility Permit issued by the Florida Department of Environmental Protection, for the operation of the Anastasia Island Wastewater Treatment Facility. In the event that any compliance parameters cannot be achieved, the County will immediately notify the Owner, and if necessary will halt delivery of reclaimed water until compliance is achieved. In the event that reclaimed water delivery must be temporarily halted, the Owner shall utilize appropriate alternate irrigation sources: and
- D. The Owner acknowledges that the quality of reclaimed water supplied by the County has elevated levels of specific dissolved solids (sodium, chloride, bicarbonate, and magnesium). The corresponding salinity levels should restrict irrigation to highly salt tolerant species of turf grass and landscaping which are native to coastal environments, and may require specific irrigation management practices to manage soluble salts in irrigated areas. Such management practices may include, but are not limited to, the promotion of well drained soils; the application of gypsum, lime and other soil amendments; and ample irrigation to ensure root zones remain flushed. A list of turfgrass and ornamental plant species successfully utilized by the Marsh Creek Golf Course is attached as Exhibit B. County recommends utilizing Category A plants from this list: and
- E. The Owner will be constructing improvements on Tract A, as defined on the recorded plat (Map book 28 Page 76), to convey reclaimed water from the point of connection to the Owner's Lake, "Lake D"; and

F. All improvements to the reclaimed water system and storm water ponds are subject to the rules and requirements of the Florida Department of Environmental Protection and the St. Johns River Water Management District; and

G. The area to be irrigated shall include specific Units within the Marsh Creek subdivision. Irrigated areas shall include Marsh Creek Unit Nine as described in recorded plat (Map Book 28 Pages 74-79), Unit Thirteen and certain common areas within Unit Fourteen both of which are described in recorded plat (Map Book 34 Pages 61-71), and other tracts as mutually agreed upon and amended.

In consideration of the mutual covenants in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Recitals. The Recitals set forth above are true and correct and are incorporated in this Agreement by reference.
2. Design and Permitting. The Owner shall be responsible for all design and permitting required.
 - a. The Owner shall, at the Owner's sole expense, complete the final design, construction drawings and specifications for the improvements, described in section 3.a. The final design and construction drawings, including all specifications, shall be subject to approval by the County, which approval shall not be unreasonably withheld.
 - b. The Owner shall be responsible for modifying all related state and local permits, to include but not limited to, those for the Florida Department of Environmental Protection and St Johns River Water Management District.
3. Construction. The Owner shall be responsible for all construction required for completing the improvements. The parties have agreed to a preliminary design depicted on the drawings attached as "Exhibit A".
 - a. The improvements shall include approximately 150ft of reclaimed water piping, metering equipment, lake level monitoring equipment, valves, electrical connections and all related appurtenances. All improvements shall be performed by a licensed Underground Utility Contractor.
 - b. Owner shall install a dual check valve on the potable water meters for all homes or structures utilizing reclaimed water for irrigation. The installation of dual check valves shall be performed by a liscensed Plumber or Underground Utility Contractor, and shall be FORD model HHCH91, or other model as approved by County.

c. All Construction is subject to County inspection and approval.

4. No Liens. The Owner shall ensure and warrants that the construction described in Section 3 shall be completed free of liens, claims, security interests or other encumbrances in favor of the Owner or any other entity whatsoever.

5. Ownership. Upon completion of construction, County shall take ownership of all the improvements from the point of connection up to and including the meter. Upon completion of construction, the Owner shall provide the County with a Bill of Sale, Schedule of values and As-built drawings for all improvements dedicated to the County.

6. Easements. The Easement associated with this Agreement has been previously recorded, O.R. Book 3735 Page 5. All conditions stated within the Easement document are hereby included in this Agreement by reference.

7. Operation and Maintenance. Upon completion of Construction described in paragraph 3, the County will operate and maintain all improvements up to and including the meter. Operation and maintenance of all improvements after the meter will be the sole responsibility of the Owner.

a. Operational decisions such as lake levels and automatic valve settings will be the responsibility of the Owner.

b. The County reserves the right to close the connection, if the operation of the proposed connection has a negative impact on the County reclaimed water system. The County will be responsible for notification to the Owner prior to any shut down.

c. The Owner shall install and maintain all signage throughout the community advising residents of the use of reclaimed water. The County shall approve all signage prior to installation.

d. All future repairs of the owner's irrigation system shall be compliant with current reuse standards. All pipes shall be painted purple 522C, all appurtenances such as sprinkler head and valves shall also be painted purple or labeled as "reclaimed".

8. Level of Service. The full time availability of reclaimed water is not guaranteed. The owner acknowledges that supply of reclaimed water is intermittent, based upon operation at the Anastasia Island Treatment Facility. Reclaimed water is to be for outdoor use only and the following uses are not permitted: Hose bibs, filling of swimming pools, hot tubs or wading pools.

9. Reuse Water Charges. County shall charge \$.25 per 1,000 gallons of reuse water delivered to the irrigation lake and a monthly maintenance fee of \$15.00 and a monthly base rate of \$181.20. This charge may be increased annually by the County by no more than the rate of increase in the Consumer Price Index (CPI). The source of the CPI will be the same as that used by the County as a part

of its Utility Ordinance. These rates shall remain in effect until the Board of County Commissioners adopts a County Reclaimed Water Rate Structure. At such time, the County shall charge Owner the same general rate the County is charging other users of interruptible reuse water.

10. Term of the Agreement. This Agreement shall remain in effect so long as the Owner continues to irrigate and utilize reclaimed water. The term of rates as described in section 9 shall be dependent on the Board of County Commissioners adopting a County Reclaimed Water Rate Structure. This agreement may be terminated for any reason by either Party upon six (6) month written notification.

11. Liability. At all times during the term of this Agreement, the Owner shall be responsible for complying with all applicable laws and regulations regarding the application, management, storage, use and discharge of reuse water. The Owner will indemnify and hold County harmless from and against any cost, liabilities, claims or causes of action relating to improper application, management, storage, use and discharge of reuse water. Nothing contained in this Agreement shall be interpreted or construed as an alteration or waiver of the County's sovereign immunity as provided under Section 768.28, Florida Statutes.

12. Effect. This Agreement shall be binding on the successors and assigns of the parties and the benefits and burdens of this Agreement will run with title to the Property.

13. Miscellaneous.

- a. The covenants, obligations, and benefits contained in this Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors, and assigns.
- b. This Agreement shall not be amended or modified in any manner except by written instrument properly executed by each party.
- c. This Agreement is governed by the laws of the State of Florida and any provisions contained in this Agreement in conflict therewith shall be void and of no effect. Any suit, action or proceeding arising in connection with this Agreement shall be brought in St. Johns County, Florida.
- d. Notwithstanding any other provision to the contrary, neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform its obligations hereunder (other than the obligation of payment) as a result of any acts of God, force majeure, unforeseen event, circumstances, or conditions, governmentally-imposed moratorium (excluding any County-imposed moratorium), law or regulation or any other matter beyond the reasonable control of that party, and that party shall be relieved from

liability for its failure to perform until the cessation of such condition, event, or moratorium.

- e. No delay or failure by either party to exercise or enforce any right or provision of this Agreement will be considered a waiver thereof.
- f. If any provision of this Agreement is determined to be invalid or unenforceable, such determination shall not affect, impair or invalidate the remainder of this Agreement.
- g. The obligations under this Agreement which by their nature would continue beyond the expiration of the term of this Agreement shall survive termination or expiration of this Agreement.
- h. This Agreement contains the entire understanding between the parties with respect to the subject matter of this Agreement.
- i. The headings of any sections or paragraphs of this Agreement are for convenience or reference only and are not intended to affect the meaning of this Agreement.
- j. This Agreement may be executed in one or more counterparts all of which when taken together shall be considered one and the same agreement. A complete, executed copy of this Agreement shall be enforceable as an original.
- k. The parties shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement.
- l. Each party covenants to the other party that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

End of Page

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed and delivered by its duly authorized officer on the day and year first above written.

Signed, sealed and delivered

MARSH CREEK OWNERS ASSOCIATION, a

in the presence of:

Florida non-profit corporation

April M Johnston
Signature

By: *Neil Beck*

April M Johnston

Name: NEIL BECK

Print Name:

Its: PRESIDENT

Jill Olyphant
Signature

Jill Olyphant

Print Name:

**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me this 6 day of July, 2015 by Neil Beck, as President of **MARSH CREEK OWNERS ASSOCIATION**, a Florida non-profit corporation. He/She is personally known to me, or has produced _____ as identification.

Nell L. Bigbie
(Print Name Nell L. Bigbie)
NOTARY PUBLIC

State of Florida at Large
Commission # EE179433
My Commission Expires: July 6, 2015



Signed, sealed and delivered
in the presence of:

ST JOHNS COUNTY, FLORIDA, a political
subdivision of the State of Florida

Signature

By: _____
Michael D. Wanchick Date
County Administrator

Print Name:

Legally Sufficient

Signature

By: _____
County Attorney

Print Name:

**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me this _____ day of _____, 2015,
by Michael D. Wanchick, County Administrator, who is personally known to me.

Notary Public
My commission expires _____

ATTEST: Cheryl Strickland, Clerk

By: _____
Deputy Clerk

"EXHIBIT A"

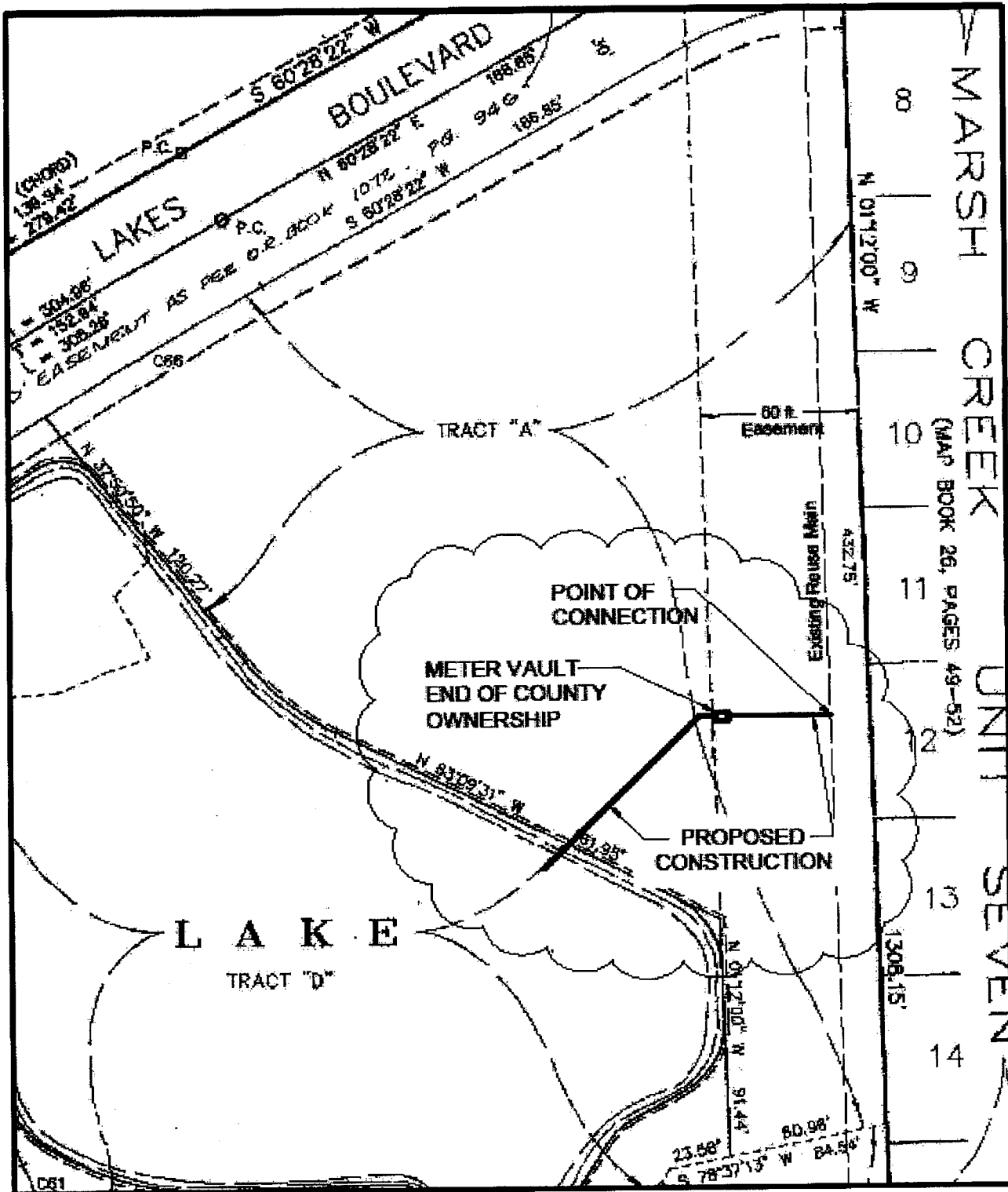


Exhibit B

List of Primary Turfgrass and Ornamental Plant Species Irrigated within the Marsh Creek Development

AIWWTF

Common Name	Reclaimed Water	General Salt Tolerance Rating	
	Category	Spray	Soil
Tifway bermudagrass (golf course)	A	High	High
Baker Ryegrass (golf course, winter over seeding)	B	High	High
St. Augustine Grass (development landscape grass)	A	High	High
Seashore paspalum (some golf course areas)	A	High	High
Marshgrass (development landscaped areas)	A	High	High
Sea Grape	A	High	High
Ligustrum (Privet)	B	Medium	Medium
Pittosporum	A	High	High
Sago Palm	A	High	High
Canary Island date palm	A	High	High
Washington palm	A	High	High
Cabbage palm	A	High	High
Viburnum	A	Medium	High
Illiagnus	B	Medium	Medium
Dwarf & Formosa azaleas	D	Low	Low
Crape Myrtle	C	Low	Low
Wax Myrtle	A	High	High
Philodendron	B	Medium	Medium
Shoreline Oak	A	High	High
Live Oak	A	High	High
Florida Slash Pine	B	Medium	Medium
Carissa Boxwood	A	High	High

Draft – (Revision 4/22/15)

Exhibit B (continued)

List of Primary Turfgrass and Ornamental Plant Species Irrigated within the Marsh Creek Development

AIWWTF

Common Name	Reclaimed Water	General Salt Tolerance Rating	
	Category	Spray	Soil
Hibiscus, dwarf hibiscus, & variegated hibiscus	A	Medium	Medium
Lantana	A	High	Medium
Dwarf & traditional oleander	A	High	High
Pampas grass	B	High	High
Begonia	A	High	High
Coontie	A	High	High
Creeping juniper	A	High	High
Daylily	B	Medium	High

Description of Reclaimed Water Categories and General Salt Tolerance Rating

Category A: Plant species that are completely tolerant to RW irrigation regardless of chloride levels

Category B: Plant species that are tolerant to reclaimed water when chloride levels less than 400ppm

Category C: Plant species that may need extra maintenance procedures if irrigation water with more than 100ppm is used

Category D: Plant species that are typically are not recommended for use with RW. Note that MCGC no longer irrigates azaleas with reclaimed water.

Data from "Parnell, John R.,1987, Project Greenleaf Executive Summary, City of St. Petersburg, Florida.

Table from "ANASTASIA ISLAND WATERWATER TREATMENT FACILITY – EFFLUENT EVALUATION AND PROSSES CONTROL REPORT AND MARSH CREEK GOLF COURSE HORTICULTURAL EVALUATION", 2014, CH2M HILL